## Master License and Service Agreement

This Master License and Service Agreement ("Agreement" or "MLSA") is made and entered into by and between 7Mindsets Academy LLC ("Vendor"), having its principal offices at 60 King Street Roswell, GA, 30075, and the **Board of Cooperative Educational Services for the First Supervisory District, Erie County** ("Customer"), having its principal offices at 355 Harlem Road, West Seneca, NY 14224.  Vendor and Customer are sometimes referred to herein, individually, as a "Party," and collectively, as the "Parties."

Boards of Cooperative Educational Services ("BOCES"), including Customer, are municipal corporations organized and existing under Section 1950 of the New York Education Law, and are authorized to provide cooperative educational services to school districts in New York State pursuant to cooperative educational service agreements ("CoSers") approved by the New York State Education Department.

Regional Information Centers ("RICs"), organized and administratively aligned under a BOCES, provide shared technology and other educational support services on a regional basis to its BOCES' component school districts, and to other BOCES and school districts located within the RIC's respective region.

Cooperative educational services provided by a BOCES (by the BOCES itself, or if applicable, its respective RIC) include shared computer services, software, and technical training and support that are provided to school districts that enter applicable CoSers.

Customer is authorized to issue requests for proposals, award and enter into contracts for the purchase of instructional software applications that can be made available to school districts as part of applicable approved CoSers, on behalf of itself and other BOCES across New York State that participate in a statewide Instructional Technology Contract Consortium ("NYSITCC").  Through Customer's procurement process, 7Mindsets Academy LLC has been identified and accepted by Customer as a provider of 7Mindsets, BASE Education, and SELweb as more fully described herein (the "Product(s)").

As Customer and several other BOCES throughout New York State have expressed an interest in offering the Product(s) to school districts as part of the applicable approved CoSers, Customer wishes to make the Product(s) available through the NYSITCC.   Accordingly, the Parties have entered into this Agreement to set forth the terms upon which the Product(s) will be made available by Customer to itself and to other BOCES and school districts through the NYSITCC.

1.      **TERM and TERMINATION**

**1.1      Term of Agreement**.   The Effective Date of this Agreement shall be July 1, 2023. The initial term of this Agreement shall commence on the Effective Date and continue until 11:59pm, June 30, 2026 ("the Initial Term"), unless earlier terminated as otherwise set forth herein.  The Initial Term may be extended for successive renewal terms of three (3) years (each a "Renewal Term") only by mutual execution by the Parties of either a written Amendment to this Agreement, or, a new Agreement.

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**1.2** **Termination of Agreement.** Either Party may terminate this Agreement for any reason prior to the expiration of its Initial Term (or the expiration of any Renewal Term) upon ninety (90) days' written notice to the other.

**1.3** **Termination by Customer.** Customer shall have the right to terminate this Agreement at any time prior to the expiration of its Initial Term (or the expiration of any Renewal Term) in the event of Vendor's failure to cure any default or breach of this Agreement within (30) days written notice from Customer.

## 2. SCOPE OF SERVICES

Acting as an independent contractor, Vendor will provide the Product(s) as more fully described and at the prices stated in **Exhibit A**, attached to this Agreement and incorporated by reference. Any services related to the Product(s) to be provided by Vendor, including but not limited to consulting, educational, hosting, system administration, training or maintenance and support services ("Services"), shall be as more fully described within this Agreement and at the prices stated in **Exhibit A**, attached to this Agreement and incorporated by reference.

## 3. GRANT OF LICENSE

**3.1** The Product(s) are provided under license. Vendor grants to Customer, as a participating BOCES in the NYSITCC on behalf of the Western New York Regional Information Center ("WNYRIC"), and to each other BOCES that is a participant in the NYSITCC (and, where applicable, on behalf of its RIC), a non-assignable, non-transferable and non-exclusive license to utilize the Product(s) pursuant to the terms and conditions set forth herein. Vendor further grants to each individual school district that contracts for the Product(s) with a BOCES through the NYSITCC by purchasing CoSer 6360 Instructional Technology Service and provides professional development by purchasing CoSer 6368 Model Schools, a non-assignable, non-transferable and non-exclusive license to utilize the Product(s) pursuant to the terms and conditions set forth herein. For purposes of the licenses granted by Vendor pursuant to this Agreement, Customer, each other BOCES, and each individual school district as described herein may also be referred to individually as a "Licensee" and collectively as "Licensees." Licensees shall not assign, sublicense or otherwise encumber or transfer the Product(s) without the prior written consent of the Vendor. Nothing herein shall act to transfer any interest in the Product(s) to any Licensee, and title to and ownership of the Product(s) shall at all times remain with the Vendor.

**3.2** Vendor may terminate the license granted to a Licensee under this Agreement if the Licensee fails to comply with any terms and conditions of this Agreement that are specifically applicable to that entity as a Licensee. Within five (5) days of receipt of such termination, the Licensee shall return all materials related to the Product(s) and, to the extent applicable, arrange with Vendor to remove the Product(s) from the computers located at the Licensee's sites or under the direct control of Licensee.

**3.3** Vendor warrants that it has full power and authority to grant the rights herein described. Vendor's obligation and liability under this Section 3 shall be to obtain any authorization necessary to make effective the grant of license to Licensees to use the Product(s), in such a manner or method as determined by Vendor, at Vendor's own cost and expense.

4. **USE of PRODUCTS, PROTECTION OF APPLICATION and CONFIDENTIAL INFORMATION**

4.1 Product(s) shall be utilized only at such licensed sites as shall be designated by Licensees (or utilized in a cloud environment as designated by Licensees) and shall be used solely for the benefit of Licensees. Licensees shall not permit or provide for transfer or reproduction of the Product(s), or any portion thereof, to be placed on a computer not at the Licensee's designated sites or under the direct control of the Licensee, by physical or electronic means, unless specifically authorized by Vendor and/or as otherwise provided in this Agreement.

4.2 The Product(s) are protected by copyright law. Vendor hereby confirms that Vendor is the owner of the copyright in the Product(s) described in **Exhibit A**, as well as an authorized source or reseller for the Product(s) in the state of New York. Licensees shall not make or allow others to make copies or reproduction of the Product(s), or any portion thereof in any form without the prior written consent of Vendor and/or as otherwise provided in this Agreement. The unauthorized copying, distribution or disclosure of the Product(s) is prohibited and shall be considered a material breach of this Agreement.

4.3 Except as expressly stated herein, no Licensee may alter, modify, or adapt the Product(s), including but not limited to translating, reverse engineering, decompiling, disassembling, or creating derivative works, and may not take any other steps intended to produce a source language state of the Product(s) or any part thereof, without the prior written consent of Vendor.

4.4 Licensees shall be the sole owner and custodian of any information or data transmitted to, received, or manipulated by the Product(s), except as otherwise specifically set forth in this Agreement.

4.5 **Confidential Information.** Each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" for purposes of this subparagraph means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Vendor shall include the Software and the terms of this Agreement (except those portions of the Agreement that Customer may be required to disclose by law or legal process) and (b) the Confidential Information of Customer shall include personally identifiable information regarding its and other Licensees' end users provided in connection with the Product(s). Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Disclosures of Confidential Information that are required to be disclosed by law or legal process shall not be considered a breach of this Agreement as long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure to the extent allowed by law.

4.6 **Vendor Obligations Under NYS Education Law 2-d.** For Student Data, or Teacher and Principal Data, as such terms are defined in New York Education Law Section 2-d, Vendor shall comply with all terms, conditions and obligations as set forth in the Data Sharing and Confidentiality Agreement incorporated into this Agreement by reference as **Exhibit D**. In the event that Vendor receives, stores or maintains Student Data, or Teacher and Principal Data provided to it by a Licensee, whether as a cloud provider or otherwise, the Vendor assumes all risks and obligations in the event of a breach of security of such data. Vendor shall not subcontract or assign its obligation to store or maintain Student Data, or Teacher and Principal Data provided to it pursuant to this Agreement to a third-party cloud provider unless granted specific prior written permission from Customer.

## 5.     REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

5.1 **Mutual.** Each Party represents and warrants that it has the power and authority to enter into this Agreement and that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party, except as otherwise provided herein.

5.2 **Intellectual Property.** Vendor warrants that use of the Product(s) does not infringe any United States patent, copyright, or trade secret. Vendor will indemnify Customer and any other applicable Licensee and hold it or them harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with any allegation that the use of the Product(s) provided hereunder infringed upon any United States patent or pending application for letters patent or constituted an infringement of any trademark or copyright. Customer or the other Licensee, as applicable, will notify Vendor in writing of such suit, claim, action, proceeding or allegation(s). Vendor shall have sole control of the defense. Customer or the other Licensee, as applicable, shall provide reasonable information and assistance to the Vendor at the Vendor's expense.

5.2.1 Vendor shall have the right to make such defense by counsel of its choosing and Customer or the other Licensee, as applicable, shall cooperate with said counsel and Vendor therein.

5.2.2 If the Product(s) are held to infringe, or in Vendor's opinion is likely to be held to infringe, any United States Patent or pending applications for Letters Patent, or any Trademark or Copyright, Vendor shall, in addition to its obligations as set forth in paragraphs 5.2 and 5.2.1 above, at its expense, (a) secure the right for Customer or the other Licensee, as applicable, to continue use of the Product(s) or (b) replace or modify the Product(s) to make it non-infringing. If commercially reasonable efforts to perform the foregoing are unsuccessful, Customer or the other Licensee, as applicable, shall be entitled to a pro-rata refund of fees paid by Customer or the Licensee to Vendor pursuant to this Agreement, calculated as of the date Customer or the Licensee, as applicable, was prohibited from using the Product(s).

5.2.3 Vendor shall have no obligation with respect to any such claim of infringement based upon modifications of machines or programming made by Customer or any other Licensee without Vendor's approval, or upon their combination, operation, or use with apparatus, data, or programs not furnished by Vendor by Customer or any other Licensee, without Vendor's approval.

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**5.3** **Warranties.** Vendor represents and warrants that (a) the Product(s) will perform substantially in accordance with the specifications set forth in the then-current Documentation, if any, for such Product(s), and that (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Product(s) or Services, reported to Vendor by Customer or any other Licensee, Vendor shall make commercially reasonable efforts to correct such non-conformance. In the event that Vendor is unable to correct such non-conformance, Vendor will provide Customer or the other Licensee, as applicable, with replacement or repair of defective Product(s), re-performance of Services, or a pro-rata refund of fees paid pursuant to this Agreement, calculated as of the date of commencement of any period of non-conformance.

**5.4** Remedies available to Customer or any other Licensee for damage or loss to the Product(s) shall be the repair or replacement of the Product(s) or a pro-rata refund of fees paid pursuant to this Agreement, calculated as of the date of commencement of the damage or loss. Vendor shall have no liability or responsibility for damage or loss to the Product(s) caused by any alteration or modification by a Licensee not authorized by Vendor, or for damage or loss arising out of the malfunction of Licensee's equipment or other software not supplied by Vendor.

**5.5** **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE PRODUCT(S) AND SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE PRODUCT(S) WILL PERFORM OR OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE FUNCTIONS CONTAINED IN THE PRODUCT(S) WILL MEET ANY LICENSEE'S PARTICULAR REQUIREMENTS OR PURPOSE.

**5.6** **Customer Representations and Warranties.** Customer hereby represent and warrants to Vendor:

**5.6.1** That all BOCES that are participants in the NYSITCC, including Customer, have agreed to be bound by the terms of this Agreement and perform their specific obligations as participating BOCES herein.

**5.6.2** That all BOCES that are participants in the NYSITCC, including Customer, will take reasonable measures to ensure that all of the sites used by BOCES and school district Licensees within their jurisdiction will meet the systems and network minimum requirements set forth on **Exhibit C**, attached to this Agreement and made a part hereof.

**5.6.3** That all BOCES that are participants in the NYSITCC, including Customer, will take steps to ensure that BOCES and school district Licensees within their jurisdiction use their best efforts to make staff available for training in how to utilize the Product(s) as requested by Vendor.

**5.6.4** That all BOCES that are participants in the NYSITCC, including Customer, will provide Vendor with the name of a contact person (hereinafter referred to as the "BOCES Contact") who will have the authority to act on behalf of the BOCES and school district Licensees within their jurisdiction with regards to any questions or issues that may arise during the installation or implementation of the Product(s). Unless directed by that BOCES Contact, the Vendor will have no other contact within the BOCES regardless of previous working relationships. The Vendor will provide written communication to the BOCES Contact if it plans to demo/visit a BOCES or school district Licensee within that BOCES' jurisdiction. This communication will occur a minimum of two (2) days prior to the demo/visit.

## 6. INDEMNIFICATION

To the extent allowed by law, Customer shall indemnify and hold harmless Vendor and its officers, directors, employees and agents and hold them harmless from any and all third party claims, liabilities, costs, and expenses, including attorney fees and expenses, arising from or relating to any breach by Customer of this Agreement. Vendor shall indemnify and hold harmless Customer and its officers, directors, employees and agents and hold them harmless from any and all third party claims, liabilities, costs, and expenses, including attorney fees and expenses, arising from or relating to any breach by Vendor of this Agreement.

**Conditions**. The indemnification obligations under this Section are contingent on the party seeking indemnification: (a) giving the indemnifying party prompt written notice of any such claim; provided that the indemnified party's failure to provide such prompt notice will not limit the indemnifying party's obligation to indemnify the indemnified party except to the extent that the indemnifying party has been materially harmed by such failure to provide prompt notice; (b) permitting the indemnifying party to solely defend any such claim at its sole expense through counsel of its own choice; and (c) providing, at the indemnifying party's expense, reasonable cooperation in the defense of such claim and all related settlement negotiations. The indemnified party will have the right to participate in the defense and all related settlement negotiations with its own counsel, at its own expense. Neither party will settle any claim resulting from its obligations under this Section without the prior written consent of the other party.

## 7. FEES AND PAYMENT

**7.1    License Fees.**  In consideration of the licenses granted to all Licensees as described herein, and the Services to be performed by Vendor, Customer agrees that each participating BOCES (including Customer) shall pay Vendor the applicable fees set forth in **Exhibit A** on behalf of each Licensee within its jurisdiction that participates in the applicable CoSers during any fiscal year within the Initial Term of this Agreement or any Renewal Term.

**7.2    Pricing**.  The fees set forth in **Exhibit A** shall be applicable during the period July 1, 2023 through June 30, 2024 (the first fiscal year within the Initial Term of this Agreement).

Vendor will provide to Customer proposed new pricing for each succeeding fiscal year within the Initial Term of this Agreement (or each succeeding fiscal year within any Renewal Term) by November 1 of each fiscal year, by notification to Michelle Okal-Frink, Erie 1 BOCES through the Vendor Hub Site - https://sites.google.com/e1b.org/erie1bocesvendorhub/home    or by certified letter addressed to 355 Harlem Road, West Seneca, NY 14224.   Michelle Okal-Frink will work with the Vendor to evaluate and accept pricing to be applicable during each succeeding fiscal year; however, in no event shall pricing increase by more than 2% annually.  The Parties shall revise **Exhibit A** as needed to reflect any new prices as mutually agreed.  If no notification is received by November 1 of any fiscal year, the fees established for the then current fiscal year will remain in effect for the subsequent fiscal year. After acceptance of the annual price list, vendors will send out renewal quotes to the individual BOCES by Nov 15th of that contract year.  Quotes will be prorated for new business or renewals to align with the agreement annual terms ending June 30th as agreed to in the RFP response. If there is an overage with a school district the overage must be provided to BOCES prior to May 1st of the school year.  The district will be able to cover those overages through a PO before June 1st.  BOCES and school districts are not responsible for overages that come after May 1st and cannot pay any overages not identified by May 1st in the current or any future fiscal years.

**7.3** **Quotes**. Quotes applicable to any BOCES or school district Licensees based on the fees set forth in **Exhibit A** shall be provided to each BOCES Contact (including Customer's) or his/her designee. The Vendor will not provide BOCES quotes directly to any school district. Each quote will be made out to the BOCES requesting the quote, reference the NYSITCC contract number, identify the beginning and end date, have the name of the district included and identify the name and email of the rep sending the quote. Each participating BOCES (including Customer) will issue a purchase order to Vendor on behalf of each Licensee within its jurisdiction that wishes to participate in the applicable CoSers. All quotes after July 1 will be prorated to end June 30 of that fiscal year. The Vendor will not provide a BOCES quote to any BOCES outside the consortium.

**7.4** **Invoices.** When invoicing Customer, Vendor shall send Erie 1 BOCES invoices addressed to 355 Harlem Road, West Seneca, NY 14224 (Attention: Business Office) or email to ap@e1b.org; any other BOCES invoices shall be sent by Vendor to the other participating BOCES initiating the request. Vendor shall contact the BOCES contact at each other participating BOCES to receive the proper invoicing address. Payment shall be made by each participating BOCES (including Customer) within forty-five (45) days of either completion of the activation of the Product(s) at the site of a Licensee, or the implementation meeting for service. Invoices must match the BOCES PO in order for payment to be released. This includes the contract number, purchase order number and the cost on invoice must match the cost on the purchase order.

**7.5** **Withdrawal.** Vendor acknowledges that due to the nature of BOCES services, individual Licensees may from time to time, during the Initial Term of this Agreement or any Renewal Term, withdraw from or choose not to renew their participation in the applicable BOCES service for a subsequent fiscal year. Each participating BOCES (including Customer) shall provide written notification to Vendor of any such withdrawal or non-renewal by any Licensee within its jurisdiction no later than thirty (30) days prior to its effective date (typically July 1st), without penalty. Any Licensee may provide withdrawal or license change notification prior to the payment of the renewal purchase order. These changes would result in the change of the initial purchase order and therefore the invoicing based upon that PO. Other changes may be made, with agreement of the Vendor, until the second week of the school year is completed. This may result in a credit or refund. Upon receipt of notification, Vendor shall securely delete or otherwise destroy any and all Protected Data received from that Licensee remaining in the possession of Vendor or any of its subcontractors or other authorized persons or entities to whom it has disclosed the Protected Data; if requested by the Licensee, Vendor will assist in exporting all Protected Data previously received back to the Licensee prior to deletion. Vendor will provide Customer and the Licensee with written certification from an appropriate officer that these requirements have been satisfied in full. For purposes of this subsection 7.5, "Protected Data" shall have the same meaning as set forth in the Data Sharing and Confidentiality Agreement incorporated into this Agreement by reference as **Exhibit D**. Notwithstanding the non-renewal or withdrawal of any Licensee, the terms of this Agreement shall continue in full force and effect with respect to Customer and any other remaining BOCES or school district Licensees.

**8.** **IMPLEMENTATION ASSISTANCE SERVICES AND TRAINING SUPPORT**

**8.1** **Training.** The Vendor will provide initial training, at no cost, to BOCES staff so that they are able to turnkey and train school district Licensees using RIC/BOCES accounts or Product(s) provided to the RIC/BOCES at no cost, during each year of this Agreement. These accounts will be fully active within the system and not simply a training site. This training should be in person, when available, and be robust whereas the BOCES staff developers are able to provide the support and professional development to the school district licensee in order to promote a successful implementation.

The 4 initial training days (per product) should be held in person if possible. The 4 additional training sessions (per product) may be held virtually. This is a total of 8 sessions, per product, awarded. The Vendor will provide on-site training and installation to the BOCES staff as outlined in **Exhibit B**, attached and incorporated herein by reference.

**8.2** **Use of Training Materials**. Customer, all other participating BOCES, and all school district Licensees may use the entire Vendor provided training materials, on an ongoing basis, at no cost. Customer, all other participating BOCES, and all Licensee school districts may modify the Documentation for use solely within the Licensee school districts that have purchased the Product(s) pursuant to this Agreement.

**8.3** **Training Logins & Sites.** The Vendor will provide Customer and all other participating BOCES the Product(s) or application logins and demo sites, at no cost, for utilizing the Product(s) while training Licensee school districts. The Vendor will provide administrative logins to Customer and all other participating BOCES for each Licensee school district in order for Customer and all other participating BOCES, as owners of the equipment/licenses, to manage and maintain accounts as required by the State Department of Education. The Vendor will provide updates and training each year for four additional sites throughout New York State for new and current trainers to be coordinated through Michelle Okal-Frink or her designee. Michelle Okal-Frink or her designee must approve any marketing that would include the name and or logo of Customer or any other participating BOCES.

9.    **TECHNICAL SUPPORT SERVICES**

**9.1** Technical support and updates provided by Vendor shall include assistance and consultation by phone or chat to assist Customer, any other participating BOCES, or any school district Licensee in resolving problems with the use of the Product(s), at no charge.

**9.2** Vendor shall provide support for the Product(s) for at least one (1) year following any notification by Vendor to Customer, any other participating BOCES, or any school district Licensee that the Product(s) has been discontinued.

**9.3** All requests for assistance to Vendor by Customer, any other participating BOCES, and/or any school district Licensee to resolve problems which cause the software to become "inoperative" will be acknowledged by Vendor by phone or email within twenty-four (24) hours during Vendor's normal support hours. For less severe problems, Vendor must acknowledge the request for assistance by phone or email within forty-eight (48) hours.

**9.4** Vendor also agrees to provide the following technical support services to Customer, any other participating BOCES, and any school district Licensee:

**9.4.1** Toll Free Number support: [*(855) 847-9735 ext. 700*]

7Mindsets Toll Free Number: **In the event of requiring technical support, licensee to reference the support numbers provided on company website.**

BASE Education Toll Free Number: **In the event of requiring technical support, licensee to reference the support numbers provided on company website:** **(720) 316-9156 from 8 A.M. to 5 P.M. (Mountain Standard Time).**

xSEL Labs Toll Free Number: [*(855) 847-9735 ext. 700*] from [_8_] A.M. to [_5_] P.M. EST (Eastern Standard Time).

**9.4.2** Bug Correction – Vendor shall use its best efforts to correct any software bugs in the Product(s). Customer, any other participating BOCES, and any school district Licensee shall allow Vendor in each instance the opportunity to make repeated efforts within a reasonable time to correct any such bugs.

**9.4.3** Training, free of charge, for technical staff of Customer and/or any other participating BOCES to install or upgrade any equipment. This training can be provided via webinar.

## 10. APPLICABLE LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to that State's choice-of-law provisions. In the event a dispute arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve such dispute by negotiation. In the event the Parties are unable to resolve such dispute by negotiation, the matter shall be venued in any court of competent jurisdiction located in the County of Erie, State of New York and the Parties hereby agree to submit to personal jurisdiction in any such court.

## 11. FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, neither Party shall have any liability to the other Party for any default or delay in performance of its obligations hereunder to the extent attributable to unforeseen events beyond the reasonable control of the Party. Such events shall include but not be limited to, natural disasters or "acts of God;" war; acts of public enemies; terrorism; flood; government action, orders or regulations; fire; civil disturbance or unrest; work stoppage or strike; unusually severe weather conditions; disease, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restriction (each, a "Force Majeure" event). Vendor's performance of some or all of its obligations hereunder may also cease at any time upon mutual written agreement between the Parties. Any warranty period affected by a Force Majeure event shall be extended for a period equal to the duration of such Force Majeure event.

## 12. CONSENT TO BREACH NOT WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent to breach shall be in writing and signed by the Party granting the waiver or consent. If either Party grants a waiver or consent to a breach of a term or provision of this Agreement, such waiver or consent shall not constitute or be construed as a waiver of or consent to any other or further breach of that term or provision or any other different or subsequent breach of any other term or provision.

## 13. SEVERABILITY

If any term, clause or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed severed from the Agreement.

## 14. RISK OF LOSS OR DAMAGE

Vendor and its insurers agree at a minimum to assume all risks of loss and damage to the Product(s) during transportation except for loss or damage caused by the gross negligence of Customer, any other participating BOCES, and/or any school district Licensee.

Vendor assumes all risks for injuries to or death of its employees and for damage to its tangible property, excluding damage to data, while on the premises of, or traveling to or from, facilities of Customer, any other participating BOCES, and/or any school district Licensee. Vendor shall provide assistance to recover or resolve any damaged data to the reasonable satisfaction of Customer, any other participating BOCES, and/or any school district Licensee.

## 15. AMENDMENT

This Agreement may be amended by Customer and Vendor provided that any such changes or modifications shall be in writing signed or initialed by the parties hereto.

## 16. HEADINGS

The headings of the paragraphs and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

## 17. NOTICES

Except as otherwise provided in this Agreement, all notices required hereunder shall be in writing and sent by certified mail, return receipt requested to the Party at the address written above, or such other address as noticed to the other Party.

## 18. CONFLICT OF INTEREST

Vendor represents and warrants that Vendor presently has no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Vendor's obligations under this Agreement. Vendor further represents and warrants that it has not employed nor retained any person or company, other than a bona fide employee working solely for Vendor or the Vendor's bona fide agent, to solicit or secure any agreement with any other participating BOCES or any school district Licensee. Further, Vendor represents that Vendor has not paid, given, or agreed to pay or give any company or person, other than a bona fide employee working solely for Vendor or the Vendor's bona fide agent, any fee, commission, percentage, brokerage fee, gift, contribution, or any other consideration contingent upon or resulting from the award or making of any agreement with any other participating BOCES or any school district Licensee. Upon discovery of a breach or violation of the provisions of this paragraph, Customer shall have the right to terminate this Agreement in accordance with subsection 1.3, however, it may do so immediately and without providing Vendor the opportunity to cure such breach or violation.

## 19. EMPLOYMENT PRACTICES

Vendor warrants that there shall be no discrimination against any employee who is employed in the work covered by the Agreement, or against any applicant for such employment, because of race, religion, color, sex, age or national origin. This shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, lay-off, termination, rates of pay or other tools of compensation, and selection for training,

including apprenticeship. Vendor shall insert similar provisions in any authorized subcontracts for the performance of Services covered by this Agreement.

## 20. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of monies appropriated and available to Customer or any other BOCES or school district Licensee for the purpose of this Agreement, and no liability on account thereof shall be incurred by Customer or any other BOCES or school district Licensee beyond the amount of such monies. The Agreement is not a general obligation of Customer or any other BOCES or school district Licensee. Neither the full faith and credit nor the taxing power of any school district Licensee is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or to make monies available from the purpose of this Agreement.

## 21. NON-ASSIGNMENT

This Agreement shall be binding on the Parties and on their successors and assigns. Vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or its right, title or interest therein, or its power to execute this Agreement or any amendment thereto, or its power to perform the obligations required by this Agreement to any other person or corporation without the previous consent, in writing, of Customer; and any attempts to assign the Agreement without Customer's prior written consent are null and void.
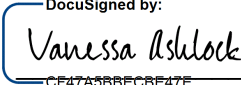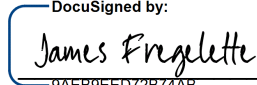
## 22. ENTIRE UNDERSTANDING

This Agreement and all Exhibits attached hereto constitute the entire understanding between Customer and Vendor.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

**7Mindsets Academy LLC**                                    **ERIE 1 BOCES**

By: _Vanessa Ashlock_                                        By: _James Fregelette_
    CF47A5BBECBE47E...                                           9AEB9EED72B74AB...

Printed Name:  Vanessa Ashlock                               Printed Name:  James Fregelette

Title:  CFO                                                  Title:  Executive Director

                                                             Administrative Services & Operations

Date:  8/30/2023                                             Date:  8/30/2023

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# EXHIBIT A

# 7MINDSETS ACADEMY SOLUTIONS

**7Mindsets**
**xSEL Labs**
**BASE Education**

Together, 7Mindsets, Base Education, and XSEL Labs provide schools and districts with the most comprehensive SEL solution to support student and educator well-being and achieve better outcomes for all students.

- Whole-class and Tier I SEL program (PreK-12)  7Mindsets
- High Quality Assessment:  XSEL LABS
- Tier II and III intervention:  BASE Education

Our holistic approach addresses the needs of all members of the school community, including students and educators, to unlock their full potential for well-being and mental health.

7Mindsets will provide direct training to the BOCES consisting of 4 initial and 4 follow-up sessions for a total for 8 training sessions for each product included.

## 1.1  7MINDSETS:  Student Success and a Positive and Productive School Culture

- A scaffolded, whole-class digital curriculum (PreK-12)
- Professional learning, coaching, and adult SEL
- Builds a positive and productive school culture with renewed hope and connection.

## 1.2  XSEL Labs: Measuring SEL Skills and Impact

- Powerful assessment tools to measure students' skills
- Identify areas for improvement and inform targeted interventions
- Offers brief educator surveys

## 1.3  BASE EDUCATION:  Personalized Student Mental Health –Tier 2 and 3

- Student mental-health platform developed by licensed professional counselors.
- Multi-tiered system of supports, from whole-class SEL to customized interventions for individual needs.
- Addresses mental health topics that teachers may find tough to discuss, giving students a vehicle to connect with their emotions in a self-paced and private manner.

## 7Mindsets Pricing

7 Mindsets is priced on a per building annual recurring license which includes access to the full curriculum, professional development and 4 annual coaching session for your educational teams.

**SCHOOL PRICING (Annually)**

| Price Per Building | Erie 1 BOCES/WNYRIC Pricing | *Discount* |
|---|---|---|
| 7M BASE PRICE:  $17,000 | $14,000 | *$3,000* |

**SMALL SCHOOL PRICING (Annually)  <500 Students**

| Price Per Building | Erie 1 BOCES/WNYRIC Pricing | *Discount* |
|---|---|---|
| 7M BASE PRICE: $12,000 | $10,000 | *$2,000* |

*Only if approved by Erie BOCES*

*In order to streamline procurement, Vendors will maintain a single statewide agreement.  This means the same products would not be found on other state-wide consortium agreements including 6360 Instructional Technology Consortium, 7710 RIC Consortium, 5877 Distance-Learning Consortium, or 6316 DREAM.*

## 2.0  BASE EDUCATION PRICING:

| SCHOOL PRICING (Annually) | | |
|---|---|---|
| | | |
| SMALL SCHOOL PRICING (Annually)  <500 Students | | |
| Total # of students | Erie 1 BOCES/WNYRIC Pricing | Discount |
| ELEMENTARY:  LIST PRICE  $4500 | $3,600 | $900 |
| MIDDLE SCHOOL:  LIST PRICE: $5580 | $4,464 | $1,116 |
| HIGH SCHOOL:  LIST PRICE:  $5580 | $4,464 | $1,116 |
| | | |
| MID-SIZE SCHOOL PRICING (Annually)  501-1000 | | |
| ELEMENTARY SCHOOL LIST PRICE:  $5500 | $4,400 | $1,100 |

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| | | |
|---|---|---|
| MIDDLE SCHOOL LIST PRICE: $7000 | $5,600 | $1,400 |
| HIGH SCHOOL LIST PRICE:  $7000 | $5,600 | $1,400 |
| | | |
| **LARGER SIZED SCHOOL PRICING (Annually)  1001-2500** | | |
| ELEMENTARY SCHOOL LIST PRICE:  $6500 | $5,200 | $1,300 |
| MIDDLE SCHOOL LIST PRICE: $12,500 | $10,000 | $2,500 |
| HIGH SCHOOL LIST PRICE:  $12,500 | $10,000 | $2,500 |
| | | |
| **FULL DISTRICT:  ELEM/MS/HS (Annually)** | | |
| Below 500  LIST PRICE:  $10,000 | $8,000 | $2,000 |
| 501-1000 LIST  PRICE:  $14,000 | $11,200 | $2,800 |
| 1001-2500  LIST PRICE:  $20,000 | $16,000 | $4,000 |
| 2501-5000 LIST PRICE:  $32,000 | $25,600 | $6,400 |

## 3.0    XSEL LABS OVERVEIW

SELweb is an evidence-based, online suite of SEL assessments and for kindergarten through 12th grade.

SELweb EE – SELweb EE is a social and emotional direct competence assessment for students in kindergarten through third grade. SELweb EE includes a School Survey module and access to xSEL Labs' Adult Competency Survey.

SELweb LE – SELweb LE is a social and emotional direct competence assessment for students in fourth through eighth grade. SELweb LE includes a School Survey module and access to xSEL Labs' Adult Competency Survey.

SELweb MS – SELweb MS is a student self-report social and emotional competency survey that is designed for students in grades 6-8th grade. SELweb MS includes a School Survey module and access to xSEL Labs' Adult Competency Survey.

SELweb HS – SELweb HS is a student self-report social and emotional competency survey that is designed for students in grades 9-12th grade. SELweb HS includes a School Survey module and access to xSEL Labs' Adult Competency Survey.

## 3.1 XSEL LABS BOCES Pricing

| Software Tool, SELweb | Min # of Students | Max # of Students | Per Student Consortium Price | Per Student List Price |
|---|---|---|---|---|
| SELweb (SELweb EE, SELweb LE, SELweb MS, and SELweb HS) | 0 | 50 | $4.25 | $7 |
| SELweb (SELweb EE, SELweb LE, SELweb MS, and SELweb HS) | 51 | 250 | $4.00 | $7 |
| SELweb (SELweb EE, SELweb LE, SELweb MS, and SELweb HS) | 251 | 500 | $3.75 | $7 |
| SELweb (SELweb EE, SELweb LE, SELweb MS, and SELweb HS) | 551 | 1000 | $3.50 | $7 |
| SELweb (SELweb EE, SELweb LE, SELweb MS, and SELweb HS) | 1001 | 2500 | $3.25 | $7 |
| SELweb (SELweb EE, SELweb LE, SELweb MS, and SELweb HS) | 2501 | 5000 | $3.00 | $6.56 |
| SELweb (SELweb EE, SELweb LE, SELweb MS, and SELweb HS) | 5001 | 10,000 | $2.75 | $5.71 |
| SELweb (SELweb EE, SELweb LE, SELweb MS, and SELweb HS) | 10,001 | 15,000 | $2.50 | $4.78 |
| SELweb (SELweb EE, SELweb LE, SELweb MS, and SELweb HS) | 15,001 | 17,500 | $2.25 | $4.34 |
| SELweb (SELweb EE, SELweb LE, SELweb MS, and SELweb HS) | 17,501 | 20,000 | $2.00 | $3.90 |
| SELweb (SELweb EE, SELweb LE, SELweb MS, and SELweb HS) | 20,001 | | $1.75 | $3.47 |

# EXHIBIT B

## 7 Mindsets Train-the-Trainer Erie BOCES
### (7.5 Total Hours)

7 Mindsets has developed a simple, repeatable, and scalable implementation approach that connects each school's unique needs to SEL best practices. Our implementation model quickly assesses the current environment and utilizes this needs analysis to develop an individualized implementation plan for each school.

Our professional development is designed to empower every teacher with deep and meaningful connections to the 7 Mindsets. This understanding and each teacher's ability to find their voice with the subject matter allows the curriculum to be delivered authentically and in a manner that fosters deep conversation and connection with students. Finally, adult SEL is an ongoing process. Our Implementation Specialist will partner with the BOCES to work with each school to ensure the curriculum roll-out is managed, and administrators engage in adult SEL using online learning tools provided throughout the school year.

Please see below for our BOCES Training overview for 7Mindsets, BASE Education, and XSEL Labs.

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**7 Mindsets Train-the-Trainer**
**Erie BOCES**
**(7.5 Total Hours)**

**COURSE OVERVIEW**

| Goal | The goal of this Train-the-Trainer course is to equip BOCES staff through a gradual release methodology with the knowledge, skills, and confidence required to become effective and impactful trainers of the 7 Mindsets Annual Kickoff Training. This comprehensive program aims to empower individuals to deliver high-quality training sessions, facilitate engaging learning experiences, and foster an environment that promotes student well-being and achievement, healthy school cultures, and educator happiness and retention. |
|---|---|
| Objectives | At the end of the course, designated BOCES staff will be able to: <br> 1. Explain the history of the 7 Mindsets. <br> 2. Recite the 7 Mindsets and the 4 learning objectives of each. <br> 3. Relate a personal example for each of the 7 Mindsets. <br> 4. Deliver a 7 Mindsets training session based on the participants' needs using the training session's plan with its learning objectives and content, training techniques and tools, and means of evaluation. <br> 5. Use effective communications skills and strategies to manage sessions and deal with different personalities with a positive approach |
| Assessments | Surveys and observation forms |
| Materials | Lesson plans, participation guides, facilitator guides, office supplies |

**COURSE FORMAT**

|  | On-site | On-line |
|---|---|---|
| Total Instruction Hours | 6 hours | 1.5 hours |
| Timeframe | 2 days (3 hours each day) | 1 day |
| Number of Participants | 100 max (trainees and teachers) | Trainees only |
| Technical Requirements | A/V display, audio, individual laptops, wifi for participants and presenter | individual computers/laptops with Zoom, wifi, audio |

**COURSE MODULES**

| Module | Minutes | Lesson Outline |
|---|---|---|
| 1. I Do | | **BOCES staff will observe** *7 Mindsets staff delivering the initial training to school personal who have purchased 7 Mindsets.* |
| | 45 | **1.1 What's What: Experience a 7M lesson** <br> Get acquainted. <br> Set expectations. <br> Participate in a sample lesson as a learner. <br> Unpack the sample lesson plan. |
| | 90 | **1.2 So What: Understand the value of the 7 Mindsets** <br> Participate in engaging discussions and enriching activities that foster an understanding and appreciation for each of the 7 Mindsets. |

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Teaching Mindsets. Changing Lives.

60 King Street, Roswell, GA 30075          info@7mindsets.com

+1 678 878 3144          www.7mindsets.com

| | 45 | **1.3 Now What: Access the tools and resources needed to get started**<br>Login to the 7 Mindsets platform to:<br>A. access course materials to begin teaching the 7 Mindsets, and<br>B. continue personal development around the 7 Mindsets. |
|---|---|---|
| **2. We Do** | *7 Mindsets will host a virtual meeting for BOCES staff who attended the initial training to debrief the training.* | |
| | 30 | **2.1 Unpacking the Training: (A)ttention**<br>Selecting and using icebreakers, quotes, and hooks to create a safe atmosphere and community where participants feel comfortable sharing during later parts of the lesson. |
| | 30 | **2.2 Unpacking the Training: (C)onnection**<br>Selecting and using videos to provide participants an opportunity to connect with the mindsets by seeing an example of a it in action. |
| | 30 | **2.3 Unpacking the Training: (T)ransition**<br>Selecting and using activities that allow for application of the mindsets in real life. |
| **3. You Do** | *7 Mindsets staff will observe **BOCES staff delivering** their first Kickoff training to school personnel who have purchased 7 Mindsets.* | |
| | 45 | **3.1 What's What:** Deliver a 7M lesson |
| | 90 | **3.2 So What:** Explain the value of the 7 Mindsets |
| | 45 | **3.3 Now What:** Demonstrate the tools and resources needed to get started |

## 1.0     BASE EDUCATION TRAINING AND IMPLEMENTATION

**TO BE POTENTIALLY MODIFIED BASED ON SIZE OF IMPLEMENTATION**

Sample Plan for Implementing BASE.  Our coaches will train the BOCES on how to implement with the different schools and with administrators, IT, and those who will be facilitating at each school.

1.  **District Level Meeting**
    - Discuss district SEL Vision/Mission and desired outcomes.
    - Review the Implementation plan and the timeline for BASE roll-out.
    - Create objectives, goals, and structure for implementation.
    - Identify district champions and assign responsibilities.
    - Target Audience: District-level Administrators.
2.  **High School/Middle School Site/School Admin Showcase**
    - Provide an overview of BASE, BASEline, and module offerings.
    - Engage key site administrators, school psychologists, and counselors.
    - Share district goals and establish campus vision/mission for SEL implementation based on each school's needs.
    - Target Audience: High School Stakeholders (Admin, School Psychologist, Counselor).
3.  **Elementary/School Admin Showcase**
    - Provide an overview of BASE module offerings.
    - Engage key site administrators, school psychologists, and counselors.
    - Share district goals and establish campus vision/mission for SEL implementation based on each school's needs.
    - Target Audience: Elementary School Stakeholders (Admin, School Psychologist, Counselor).
4.  **IT Department Meeting**
    - Discuss technical parameters and integration solutions for site and user profile integration.
    - Collaborate with the IT team to ensure smooth implementation.
    - Target Audience: IT Team.
5.  **High School Administrator Workshop**
    - Conduct hands-on workshop for administrators to understand admin tools, navigation, and site reporting.
    - Introduce BASE program modules and review available module pathway options.
    - Develop a site action plan for systems, routines, and educator support needs.
    - Utilize BASEline data and/or school-wide prevention module pathway.
    - Target Audience: High School Site Administrators and Counselors.
6.  **Middle School Administrator Workshop**
    - Conduct hands-on workshop for administrators to understand admin tools, navigation, and site reporting.
    - Introduce BASE program modules and review available module pathway options.
    - Develop a site action plan for systems, routines, and educator support needs.

- Utilize BASEline data and/or school-wide prevention module pathway.
- Target Audience: Middle School Site Administrators and Counselors.

7. **Elementary School Educator Onboarding Workshop**
- Communicate the site SEL Vision/Mission and the rationale behind implementing BASE.
- Provide an overview of BASE for educators.
- Familiarize staff with student and teacher navigation, accessing reports, and available prevention/intervention resources.
- Target Audience: Staff working with Elementary students.

8. **Middle School Educator Onboarding Workshop**
- Communicate the site SEL Vision/Mission and the rationale behind implementing BASE.
- Provide an overview of BASE and BASEline for educators.
- Familiarize staff with student and teacher navigation, accessing reports, and available prevention/intervention resources.
- Target Audience: Staff working with students utilizing BASE.

9. **High School Educator Onboarding Workshop**
- Communicate the site SEL Vision/Mission and the rationale behind implementing BASE.
- Provide an overview of BASE and BASEline for educators.
- Familiarize staff with student and teacher navigation, accessing reports, and available prevention/intervention resources.
- Target Audience: Staff working with students utilizing BASE.

10. **Elementary School Educator Onboarding Workshop**
- Communicate the site SEL Vision/Mission and the rationale behind implementing BASE.
- Provide an overview of BASE for educators.
- Familiarize staff with student and teacher navigation, accessing reports, and available prevention/intervention resources.
- Target Audience: Staff working with Elementary students.

11. **Mid-Year Goal Review – Elementary, Middle School, High School**
- Conduct in-depth discussions with administrators.
- Review BASEline data, mid-year data reports, and progress towards goals.
- Identify additional needs and plan next steps for the spring semester.
- Target Audience: Stakeholders
- Timing: *Completion of 1st Semester.

12. **End-of-Year Review Implementation Goals Review**
- Conduct an in-depth discussion with district administrators regarding end-of-year data reports, BASEline survey data, and goal review.
- Identify additional needs and plan next steps for the upcoming school year.
- Target Audience: Stakeholders
- Timing: *End of 2nd Semester (June).

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**erie boces**

## 2.0    XSEL LABS TRAINING AND IMPLEMENTATION

xSEL Labs' Professional Development Team, led by Dr. Clark McKown, will train BOCES so that they in turn will work with LEAs to demonstrate how, with SELweb:

- Educators use formative SELweb data to identify strengths and needs related to SEL competency to help guide adult practices and to teach the right competencies at the right time.
- Educators use summative data to assess student social and emotional skill acquisition over time.
- District leadership use data for continuously monitor program effectiveness and make system-wide improvements.
- MTSS data teams and School Problem Solving Teams use student-level data that when coupled with academic RTI and PBIS common measures, can be used to additionally target instruction and intervention for approximately 10-15% of students through Tier 2 supports

Sample Agenda

1.    Getting Started and Preparing for SELweb
    1.1.    Overview of SELweb assessment and surveys
    1.2.    Review of SELweb Technical Requirements
    1.3.    Options for Student login methods
        1.3.1.  With single sign-on (Clever and ClassLink)
        1.3.2.  Without single sign-on
            1.3.2.1.        Access printed student login cards
            1.3.2.2.        Access MasterList spreadsheet of student logins
    1.4.    Logging into SELweb as an educator/administrator
    1.5.    Best practices for proctoring and monitoring students while taking SELweb
    1.6.    Student Roster requirements and the rostering process
    1.7.    Scheduling District Assessment Window(s)
    1.8.    Review of Customer Support website and online help materials
    1.9.    Teacher Functionality Training Session Slide Deck Review (pre-administration of SELweb)
        1.9.1.  SELweb overview for end user resources
        1.9.2.  Logging into SELweb as an educator/administrator
        1.9.3.  Best practices for proctoring and monitoring students while taking SELweb

2.    Administrating SELweb
    2.1.    Monitoring progress completion rates.
    2.2.    Alerting support team of any implementation issues that arise for troubleshooting.

3.    SELweb Reports and Data Review Workshops
    3.1.    Where to find report dashboards
    3.2.    Overview of Reports
    3.3.    Tools and Resources to support the planning of Data Review Workshops

3.4. Data Review Workshop Session Slide Deck and Objectives Review for End User Training

    3.4.1. Learn how to navigate, read, and interpret SELweb score reports.

    3.4.2. Workshop through an analysis of the data collected.

    3.4.3. Setting actionable goals (areas of focus).

# EXHIBIT C

## 1.0 7 MINDSETS Technical Specifications

The 7 Mindsets solution is a cloud-based platform and service utilizing SOC 1- and SOC 2-certified partners such as Amazon Web Services. All services are continuously monitored to ensure the integrity of authorization and access to the service and the content contained therein. As part of 7 Mindsets' commitment to data security and privacy, all data is encrypted in transit and at rest with periodic vulnerability scanning, penetration testing, and real-time threat monitoring. We provide integrated single sign-on (SSO), rostering and data management services to ensure rapid and efficient on-boarding and maintenance of school and district information. The 7 Mindsets integration service meets industry standards and supports partners such as SSO, OAuth, SAML, OneRoster, LTI, Clever, and Classlink.

The 7 Mindsets solution provides a comprehensive and actionable set of data, analytics, and reporting that supplies educators with real-time formative and summative assessments to help understand the continuous progress of the SEL and provide recommendations for ongoing improvement based on the unique needs of the student, classroom, school, and district.

The resources available to teachers and students in the 7 Mindsets Portal are web-based and can be accessed from any device that has internet connect. For minimum system requirements and recommended system configurations, see the following page.

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### 7 Mindsets Minimum System Requirements and Recommended System Configuration Settings

| Hardware | | |
|---|---|---|
| **PC Devices** | **MAC Devices** | **Tablet/Smartphone Devices** |
| • 400 Megahertz Intel Pentium III Processor (933 preferred).<br>• 64 Megabytes RAM (128 or more preferred).<br>• 6-Gigabyte Hard Drive<br>• 56.6 Kbps Modem (or Cable Modem/DSL if available).<br>• Windows 2000, XP, Vista, 8, and 10. | • 400 Megahertz iMac (933 preferred)<br>• 64 MB RAM (128 or more preferred).<br>• 6 Gigabytes Hard Drive<br>• 56.6 K Modem (or Cable Modem/DSL if available).<br>• Macintosh OS 9 or newer - Mobile and Tablet. | Website is accessible on most web-based tablets and Smartphone devices including IPad and Android devices. |

| Browsers |
|---|
| • Firefox 2 or better (free download) with PDF viewer enabled (PC and MAC).<br>• Chrome (free download) with PDF viewer enabled (PC and MAC).<br>• Internet Explorer 7 or better (free download) with PDF viewer enabled (PC).<br>• Safari (MAC).<br>• PDF viewer can be found at adobe.com.<br>• Set to accept cookies and show newest version of page.<br>• Screen resolution minimum at least 800 x 600. |

| Whitelisted Pages | |
|---|---|
| **7 Mindsets** | **3rd Party Sites** |
| • www.7mindsets.com,<br>• www.7mindsetsportal.com | • www.youtube.com    • www.h5p.org<br>• www.wistia.com    • www.h5p.com |

| Video Hosting |
|---|
| • 7 Mindsets Portal uses YouTube videos and a third-party video hosting service, Wistia.<br>• YouTube must be whitelisted for teachers to access the videos.<br>• Third party use clearing rights and permissions for all videos. |

## 1.1    Copyright and Fair Use

7 Mindsets provides direct links to the original video made by the original author to protect their IP and copyrights. We adhere to the YouTube copyright and fair use policy, which allows content stored

in their platform to be used publicly as long as the content is streamed using the content owner's original YouTube link.

Learn more about YouTube's policy here:

- https://www.youtube.com/howyoutubeworks/policies/copyright/#fair-use
- https://www.youtube.com/howyoutubeworks/policies/copyright/#overview

By following these guidelines, we are able to share 1,000+ videos in the 7 Mindsets Portal and while remaining copyright and fair use compliant.

## 1.2    Social Media

- Teachers have their own community on a Facebook group where they can share best practices and learn from one another.
- Teachers use the company Twitter account to get up to date content and news on Social and Emotional learning.
- Students have activities that involve the use of social media campaigns.  These tools include creating videos and upload them to YouTube of Facebook.  Use Instagram and Snapchat for community-based projects.

## 2.0    BASE EDUCATION Technical Specifications

**Browser** : Chrome
**Desktop Version** Operating System : Any desktop that can run Chrome, Windows, MAC, Linux, Chrome
**Minimum Screen Size** : 1366 x 768
**Minimum Internet Bandwidth** : 1 mbps
**Security Requirements/Suggestions**: The BASE Education applications use TLS (Transport Layer Security) to ensure that the data that the user sees or enters into the system can be seen by no one else while it's being transmitted between the user's web browser and the BASE Servers. This can be verified by browsing to any of the BASE websites and checking that the address bar contains "https". Some browsers will also show a green padlock icon to indicate that it is a secure connection. For example, in the Chrome browser, you will see this: We also use encryption to store sensitive data in our database. Examples of sensitive data include: passwords, email addresses, student answers, and user profile information (first name, last name, age, etc.). For additional information on how we protect our users' data, please email us at support@base.education. Web Filtering We understand that most of our customers will have a solution in place to either block certain websites (blacklist) or only allow certain websites (whitelist). If your organization implements a whitelist, you will need to add entries for all of the BASE websites. We also use a few third party sites for specific fonts and styles and for collecting anonymous metrics. So we recommend adding entries for: *.base.education www.googletagmanager.com cdnjs.cloudflare.com fonts.googleapis.com fonts.gstatic.com www.google-analytics.com vjs.zencdn.net If your organization does not have a solution for web filtering in place, there are many options out there to choose from. BASE does not make any specific recommendations, but here are some example solutions: ● OpenDNS - http://www.OpenDNS.com ● Barracuda Web Filter - http://www.barracuda.com ● Untangle - http://www.untangle.com ● Cisco Umbrella - https://umbrella.cisco.com ● ForcePoint Web Security - https://www.forcepoint.com/

**3.0     XSEL LABS Technical Specifications**

**Device**: A desktop computer, laptop/notebook computer, Chromebook, or tablet is recommended.

**Internet Browser**: We recommend Firefox (i.e. version 60 and higher) or Google Chrome (i.e. version 64 and higher) Internet browser for their notable consistency. However, other Internet browsers also support SELweb.

**Internet Bandwidth**: SELweb servers are able to support tens of thousands of students at the same time, but there must be sufficient bandwidth in the classroom or school for each student's device to reach those servers. We recommend that schools limit the number of students who will be using SELweb at any given time so that each student will have at least 2 megabits/second while they are using SELweb.

**Headphones**: Headphones are recommended for assessing multiple students at the same time.

**Firewall Settings**:
SELweb will not function on devices that have firewall settings that block any of the following domains:

- .selweb.com
- .cloudfront.net

If whitelisting .cloudfront.net is a concern, it could be restricted to traffic referred from *.selweb.com. The following domains are also referenced from selweb.com and can be whitelisted, but the site will operate without them:

fonts.googleapis.com
fonts.gstatic.com
www.google-analytics.com

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# EXHIBIT D

## Data Sharing and Confidentiality Agreement

### Including
### Parents Bill of Rights for Data Security and Privacy
### and
### Supplemental Information about the MLSA

### 1.      Purpose

(a)      This Exhibit supplements the Master License and Service Agreement ("MLSA") to which it is attached, to ensure that the MLSA conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d").   This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of Erie 1 BOCES' Parents Bill of Rights for Data Security and Privacy signed by the Vendor, and the Supplemental Information about the MLSA that is required to be posted on Erie 1 BOCES' website.

(b)      To the extent that any terms contained within the MLSA, or any terms contained within any other Exhibits attached to and made a part of the MLSA, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.  In the event that Vendor has online or written Terms of Service ("TOS") that would otherwise be applicable to its customers or users of its Product that is the subject of the MLSA, to the extent that any term of the TOS conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

### 2.      Definitions

Any capitalized term used within this Exhibit that is also found in the MLSA will have the same definition as contained within the MLSA.

In addition, as used in this Exhibit:

(a)      "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA.

(b)      "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the MLSA.

(c)      "Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor's Product.

(d)     "Participating Educational Agency" means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services Agreement with a BOCES, and as a result is licensed to use Vendor's Product pursuant to the terms of the MLSA.  For purposes of this Exhibit, the term also includes Erie 1 BOCES or another BOCES that is licensed to use Vendor's Product pursuant to the MLSA to support its own educational programs or operations.

**3.     Confidentiality of Protected Data**

(a)     Vendor acknowledges that the Protected Data it receives pursuant to the MLSA may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.

(b)     Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and Erie 1 BOCES's policy on data security and privacy.   Vendor acknowledges that Erie 1 BOCES is obligated under Section 2-d to adopt a policy on data security and privacy..  Erie 1 BOCES will provide Vendor with a copy of its policy. Vendor and Erie 1 BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure Vendor's continued compliance with Section 2-d.

**4.     Data Security and Privacy Plan**

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with Erie 1 BOCES' Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Additional elements of Vendor's Data Security and Privacy Plan are as follows:

(a)     In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with Erie 1 BOCES' data security and privacy policy, Vendor will:  Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this Data Sharing and Confidentiality Agreement.  In the event Vendor's policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.

(b)     In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the MLSA:   [Insert here – also provide a copy of Data Security and Privacy Plan] 7Mindsets does not use nor require student data reco*rds;*  See Exhibit E for xSEL Labs and BASE Education Data Security Plans, respectively.

(c)     Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about the MLSA" below.

(d)     For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training

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on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows:  Annually, Vendor will require that all of its employees (or officers or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.

(e)     Vendor [*check one*] _√__will utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the MLSA.  In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

(f)     Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.

(g)     Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the MLSA is terminated or expires, as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

**5.     Additional Statutory and Regulatory Obligations**

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the MLSA and the terms of this Data Sharing and Confidentiality Agreement:

(a)     Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).

(b)     Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the MLSA.

(c)     Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.

(d)     Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations under the MLSA, unless:

(i)      the parent or eligible student has provided prior written consent; or
(ii)     the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.

(e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;

(f) Use encryption technology that complies with Section 2-d, as more fully set forth in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

(g) Provide notification to Erie 1 BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.

(h) Promptly reimburse Erie 1 BOCES, another BOCES, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

## 6. Notification of Breach and Unauthorized Release

(a) Vendor shall promptly notify Erie 1 BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.

(b) Vendor will provide such notification to Erie 1 BOCES by contacting Michelle Okal-Frink directly by email at mokal@e1b.org, or by calling (716) 821-7200 (office) or (716) 374-5460 (cell).

(c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to Michelle Okal-Frink or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.

(d) Vendor acknowledges that upon initial notification from Vendor, Erie 1 BOCES, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Erie 1 BOCES, Vendor will promptly inform Michelle Okal-Frink or her designees.

(e) Vendor will consult directly with Michelle Okal-Frink or her designees prior to providing any further notice of the incident (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.

# EXHIBIT D (CONTINUED)

## PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

(1)     A student's personally identifiable information cannot be sold or released for any commercial purposes.

(2)     Parents have the right to inspect and review the complete contents of their child's education record.

(3)     State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

(4)     A complete list of all student data elements collected by the State is available for public review at **http://www.nysed.gov/data-privacy-security/student-data-inventory**, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

(5)     Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website **http://www.nysed.gov/data-privacy-security/report-improper-disclosure**.

**BY THE VENDOR:**

DocuSigned by:

*Vanessa Ashlock*

CF47A5BBECBE47E...

**Signature**

Vanessa Ashlock

**Printed Name**

CFO

**Title**

8/30/2023

**Date**

# EXHIBIT D (CONTINUED)

**Supplemental Information**

**about the Master License and Service Agreement
between
Erie 1 BOCES and *7 MINDSETS ACADEMY, LLC***

Erie 1 BOCES has entered into a Master License and Service Agreement ("MLSA") with *7 Mindsets Academy LLC* which governs the availability to Participating Educational Agencies of the following Product(s):

- **7Mindsets**
- **BASE Education**
- **The SELweb suite**
  https://www.selweb.com/ - SELweb EE, SELweb LE, SELweb MS, SELweb HS; including, in addition to student competency measures, School Survey Module and Adult SEL Competency Survey

Pursuant to the MLSA, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law ("Protected Data").

**Exclusive Purpose for which Protected Data will be Used:** The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA. Protected Data received by Vendor, or any of Vendor's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

**Oversight of Subcontractors:** In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the MLSA and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by: [*Describe steps the Vendor will take*]

*xSEL Labs has entered into a Data Privacy Agreement with 3-C Institute that acknowledges the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the MLSA and applicable state and federal law. A copy of our agreement with 3-CInstitute is available upon request. 3-C Institute is currently entering the same agreement with 7Mindsets Academy, LLC as xSEL Lab's parent company.*

**Duration of MLSA and Protected Data Upon Expiration:**

- The MLSA commences on July 1, 2023 and expires on June 30, 2026.
- Upon expiration of the MLSA without renewal, or upon termination of the MLSA prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.
- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.

**Challenging Accuracy of Protected Data:** Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

**Data Storage and Security Protections:** Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

**Encryption of Protected Data**: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

# EXHIBIT E

## SELweb Data Security and Privacy Plan

1. **Single Sign-On**: xSEL Labs currently offers SSO options through Clever and ClassLink.
2. **Scheduled maintenance:** Scheduled maintenance such as patch releases will be scheduled outside of school day hours of operation and therefore outside of assessment hours of operation. Authentication services will not be affected by automatic maintenance. In the unlikely event that authentication services would need to be pausedfor maintenance, xSEL Labs will issue a memo for scheduled outage to CPS via email.
3. **Security protections are in place to keep systems updated based on industry standards (NIST, ISO, SOC, etc):** Infrastructure is patched and updated regularly, and in most cases, automatically. Policies are based on the NIST Cybersecurity Framework model and include risk assessment and management strategies, access control and preventative technologies, and continuous monitoring systems.
4. **There is state-of-the-industry encryption for PII data in motion and at rest:** Data in flight is secured by SSL/TLS encryption. Data at rest is stored using a combination of KMS/AES 256 encryption methods.
5. **xSEL Labs' project management methodology and how is it utilized to manage the implementation of the new services: which include scope, budget, communication, risk, and schedule management.** xSEL Labs uses the Kanban method to design, manage, and improve work flows.
6. **Support systems and qualified staff are in place to guide implementation, migration, transition and operations support:** Technical customer support is providedby xSEL Labs' implementation team. Once student rosters have been processed into SELweb, they are subjected to a Quality Assurance checklist by the xSEL Labs Implementation Team verifying 1) assignment plans have been defined correctly, 2) students and teachers have been populated into classes accurately, 3) date of births andgrade level data is verified, and 4) school level admins have been processed into SELweb and activation emails are scheduled. xSEL Labs uses Salesforce Service Cloudto manage customer case tracking, resolution, and communications.
7. **xSEL Labs quickly resolves issues as they arise, and formally provides a SLA, as well as documented remediation process for handling issues:** Issues that arise during active assessment are responded to immediately by the Implementation team to acknowledge they have been received and are being investigated. Common occurrences will be addressed immediately. And all issues are investigated to produce aroot cause. A summary of the root cause and actions taken to prevent a future occurrence are provided. Service's Service Level Agreement is provided to all customers.
8. **Systems are tested for readiness through a documented test plan:** School IT teams will ensure that their devices support Firefox or Chrome 2018 or later and that their local internet bandwidth can accommodate 2 mbps per student times the number of students they plan to assess simultaneously. They will register SELweb whitelist settings with the local Firewall and will visit this test website: https://www.selweb.com/test The test website verifies that images and audio files are permitted by the firewall as well as checks local bandwidth. School IT teams coordinate with xSEL Labs Implementation

team to run a QA test ensuring that Clever or ClassLink SSO is set up and functional by logging in as several students through their accounts (when applicable).

9.  **Technical diagrams showing technical architecture, all data field requirements, and application and data flows for all IT services:** 3C's applications are deployed using managed automation processes, to cloud-based infrastructure architected to be secure, highly-available, and fault-tolerant. For most of our applications, we utilize a type of OS-level virtualization that allows us to run fully functioning and self-contained instances that are immutable and logically isolated from each other.

    Data is stored in databases that are synchronously replicated into clusters that span multiple "availability zones" or unique physical locations within a specific geographic region.  Using state-of-the-art failover technology, if one of the master database servers fail the replica server is automatically promoted to master while the failed instance is decommissioned and replaced as a new replica. Additionally, because our application and Web servers are deployed using OS-level virtualization, we take advantage of the technology's self-healing functionality that will restart/replace failed instances automatically. Some of our higher traffic or resource intensive applications are taken a step further by utilizing application load balancing and instance auto-scaling. This technology allows us to automatically scale our applications' footprint based on various metric data points such as traffic, CPU, and memory utilization.

    Simplified Infrastructure Diagram: End-users traverse the Internet to the server that the Application lives on. The Application interfaces directly with the Database server. The Application will offload certain tasks to be performed by the Queue server which also interfaces directly with the Database server. The Database server is configured in a highly-available and fault-tolerant manner where it synchronously mirrors itself to a Replica. Should there be a failure on the Master, the failing Master is removed, the Replica is automatically promoted to Master, and a new Replica is generated.
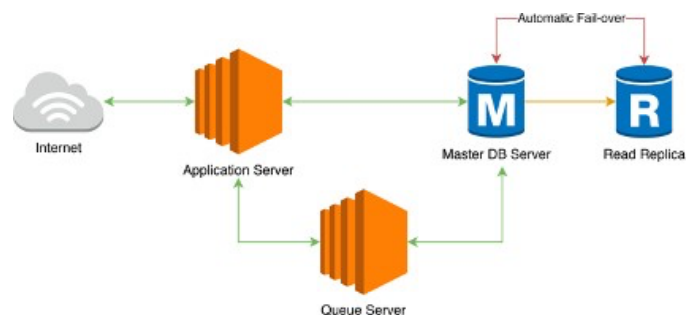
Advanced Infrastructure Diagram: End-users traverse the Internet to the AWS network. Traffic is then routed to the Virtual Private Cloud through a device called an Internet Gateway. For applications that are deployed into the Shared environment, Operating System-level routing is performed to direct traffic to the specific Application. For applications that are deployed into the Fargate environment, traffic is directed to a Load-Balancer which routes the end-user to an instance running in an Auto-Scaling Cluster. The Auto-Scaling Cluster automatically scales based on demand and resource utilization. For both environments, the Application interfaces directly with the Database server. The Application will offload certain tasks to be performed by the Queue server which also interfaces directly with the Database server. The Database server is configured in a highly-available and fault-tolerant manner where it synchronously mirrors itself to a Replica. Should there be a failure on the Master, the failing Master is removed, the Replica is automatically promoted to Master, and a new Replica is generated.
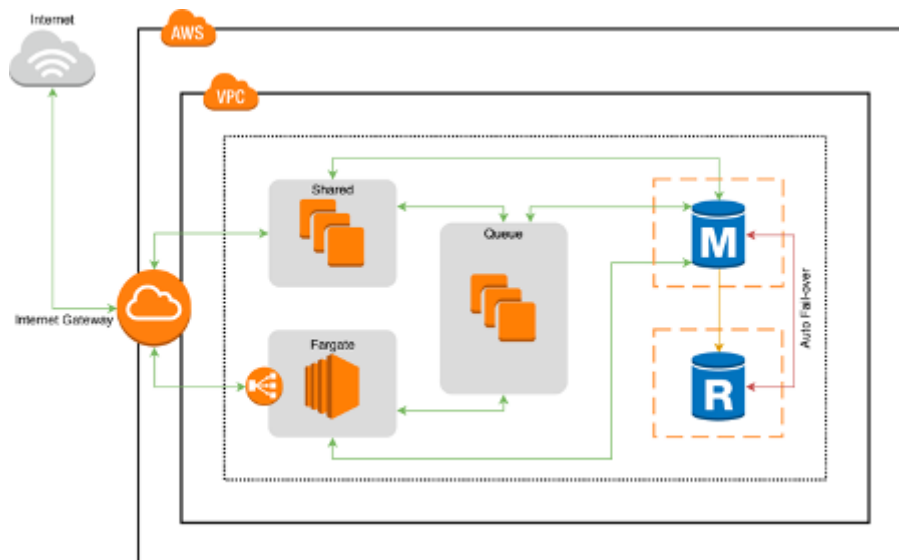


10. **Disaster Recovery Provisions:** 3C's Web-based applications and sites are deployed to Amazon Web Services; a Cloud Service Provider by Amazon. All applications and sites are deployed in a Virtual Private Cloud, utilizing both public and private subnets for secure network communication, firewall rules called Security Groups that block unapproved port access, and various deployment strategies to maximize availability, fault-tolerance, and security.

Network Infrastructure: Our Virtual Private Cloud (VPC) is built specifically for the hosting and management of applications and sites developed internally for 3C and its customers. This VPC isolates our infrastructure from other AWS customers' resources,ensuring that no external entity has direct access to 3C assets. Our Virtual Private

Cloud is located in an AWS "Region" that is physically located somewhere in Ohio, USA. Inside this region, there are multiple geographically separate data-centers called "Availability Zones". To ensure our network infrastructure and servers/services are built for high-availability, we provision them across multiple Availability Zones within the Region so that if there were a catastrophic failure at a data-center, the applications and sites would continue to function. 3C's entire Virtual Private Cloud is built programmatically and can be rebuilt in any Region in AWS' quickly and with very little effort.

Compute: Applications are deployed using various strategies depending on their operational and traffic requirements. All applications are deployed using a stateless virtualization technology that allows for rapid recovery should there be a failure at the application layer. Some applications that require more resources or expect higher traffic, are deployed into load-balanced, auto-scaling clusters that will automatically scale up and down based on load, even repairing itself without the need for human or manual intervention. Application and site deployments have been standardized using automation tools and can be redeployed extremely quickly should the need arise.

Database: All application and site databases reside on servers that are part of a cluster that spans multiple Availability Zones (Multi-AZ) for high-availability and consist of a primary server with synchronous replication to a replica. Should a failure arise, the underlying software for our database services will automatically, without human interaction, fail-over; promoting the replica to primary, decommissioning the previous primary instance, and generate a new replica based on the new primary instance. Server-wide snapshots are taken multiple times per day and offer 3C the ability to restore to a particular point in time. Additionally, individual database backups are taken nightly and stored for extended periods of time.

Storage: Files, backups, and static content served by a Content Delivery Network (CDN)are all stored in AWS' storage service called S3. All objects stored in S3 are guaranteedby AWS' SLA and in the case of CDN hosted files, are replicated and distributed throughout edge locations all over the world ensuring the fastest delivery to the end- users' initiating request.

11. **Data Management allows for centralized management and integrations.** SELweb supports CSV upload of student, teacher, and administrator rosters. These uploads use field names and field value formats aligned with the OneRoster IMS Global interoperability standard for roster synchronization. SELweb also supports CSV export ofstudent scores in a standard format which could be used in an integration of collected data.

**Supplement to**

**MASTER LICENSE AND SERVICES AGREEMENT**
**(Term Ending June 30, 2026)**

**7 Mindsets Academy LLC** having its principal offices at ***60 King Street Roswell, GA 30075*** and Board of Cooperative Educational Services for the First Supervisory District, Erie County having its principal offices at 355 Harlem Road, West Seneca, NY 14224 ("Erie 1 BOCES"), have entered into a Master License and Services Agreement, the term of which ends June 30, 2026  (the "Agreement").  By this Supplement, **7 Mindsets Academy LLC** and Erie 1 BOCES wish to provide for the potential purchase of 7Mindsets, BASE Education, and SELweb licenses and services by other Board of Cooperative Educational Services (BOCES) in the State of New York (intermediate units of the NYS Education Department) on the same terms and conditions.

***7 Mindsets Academy LLC*** agrees to honor the pricing in Exhibit A only for the BOCES that adopt the contract at their Boards of Education.  If a RIC or BOCES has not adopted the resolution ***7 Mindsets Academy LLC*** may not extend the same or lesser pricing than has been set forth in Exhibit A. Lower prices will not be offered to school districts/BOCES/RICs in NY state. In order to streamline procurement Vendors will maintain a single statewide agreement.  This means the same products would not be found on other Statewide consortium agreements including DREAM, 7710 RIC consortium or Distance Learning Consortium. Vendors may utilize national promotions or sales within the state of New York and those prices would be extended through the contract after the approval of Michelle Okal-Frink or her designee.  Special pricing for specific BOCES or RICs is not allowable under this contract.

Erie 1 BOCES and ***7 Mindsets Academy LLC*** hereby agree:

1.  From time to time during the term of the Agreement, another BOCES in New York State (an "Other BOCES") may adopt a Board of Education resolution that permits Erie 1 BOCES to represent the Other BOCES' interests and to enter into the Agreement on behalf of the Other BOCES.

2.  The Other BOCES shall purchase under the Agreement by issuing an Addendum in the form of a Board resolution, appropriately amended to reflect that the Other BOCES is the purchaser. By issuing that Addendum, the Other BOCES will agree to be bound by all of the terms of the Agreement with respect to its purchase thereunder.

IN WITNESS WHEREOF, the parties have signed this Supplement to Agreement.

**Erie 1 Board of Cooperative Educational Services**    *7 Mindsets Academy LLC*

By: _James Fregelette_
Authorized Signature

Name:  James Fregelette

Title: Executive Director

Address: 355 Harlem Rd

West Seneca, NY 14224

By: _Vanessa Ashlock_
Authorized Signature

Name: Vanessa Ashlock

Title:   CFO

Address: 60 King Street,

Roswell, GA 30075